

Ali S. Razai (SBN 246,922)
 ali.razai@knobbe.com
 Matthew S. Bellinger (SBN 222,228)
 matt.bellinger@knobbe.com
 Jacob R. Rosenbaum (SBN 313,190)
 jacob.rosenbaum@knobbe.com
 KNOBBE, MARTENS, OLSON &
 BEAR LLP
 2040 Main Street, Fourteenth Floor
 Irvine, CA 92614
 Phone: (949) 760-0404
 Facsimile: (949) 760-9502

Holly M. Gordon (Pro Hac Vice)
 holly.gordon@knobbe.com
 KNOBBE, MARTENS, OLSON &
 BEAR LLP
 1717 Pennsylvania Ave, Suite 900
 Washington DC 20006
 Phone: (202) 640-6400
 Facsimile: (202) 640-6498

Attorneys for Plaintiff
 Jacuzzi Brands LLC

Bethany L. Rabe (SBN 270682)
 rabe@gtlaw.com
 GREENBERG TRAURIG, LLP
 10845 Griffith Peak Drive, Suite 600
 Las Vegas, Nevada 89135
 Phone: (702) 792-3773
 Facsimile: (702) 792-9002

Jacob G. Horton (Pro Hac Vice)
 jhorton@blanchard-patent.com
 BLANCHARD HORTON PLLC
 Post Office Box 5657
 Oak Ridge, Tennessee 37831
 Phone: (865) 269-2673
 Facsimile: (865) 674-5349

Attorneys for Defendant
 SUPERIOR WELLNESS LTD.

IN THE UNITED STATES DISTRICT COURT
 FOR THE CENTRAL DISTRICT OF CALIFORNIA
 SOUTHERN DIVISION

JACUZZI BRANDS LLC, a Delaware
 limited liability company,

Plaintiff,

v.

SUPERIOR WELLNESS LTD., a
 United Kingdom limited company,

Defendant.

Case No. 8:23-cv-00124-FWS-
 (DFWx)

**STIPULATED PROTECTIVE
 ORDER**

1. GOOD CAUSE STATEMENT / PURPOSES AND LIMITATIONS

This action is likely to involve sales information, marketing information, and other valuable commercial, financial, and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business information (such as product design or marketing information), financial information, information regarding confidential business practices, or other confidential commercial information, information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and to serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

Accordingly, the parties hereby stipulate to and petition the Court to enter this Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to

1 file confidential information under seal; Civil Local Rule 79-5 sets forth the
2 procedures that must be followed and the standards that will be applied when a
3 party seeks permission from the Court to file material under seal.

4 2. DEFINITIONS

5 2.1 Action: This pending federal lawsuit.

6 2.2 Challenging Party: A Party or Non-Party that challenges the
7 designation of information or items under this Order.

8 2.3 CONFIDENTIAL Information or Items: Information (regardless of
9 how it is generated, stored or maintained) or tangible things that have been
10 maintained in confidence by and are deemed to be confidential by any party, and
11 as specified above in the Good Cause Statement.

12 2.4 HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY
13 Information or Items: Information or tangible things that have been maintained in
14 confidence by and are deemed to be confidential by any party, and as specified in
15 the Good Cause Statement, and also the disclosure of which to another party or
16 non-party may harm the party producing the information. Examples of
17 information that could be considered HIGHLY CONFIDENTIAL –
18 ATTORNEYS’ EYES ONLY include sales volumes, sales units, cost and profit
19 information, marketing strategies and expenditures, competitive business plans,
20 and the identity of customers.

21 2.5 Designating Party: A Party or Non-Party that designates information
22 or items that it produces in disclosures or in responses to discovery as
23 CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
24 ONLY.

25 2.6 Disclosure or Discovery Material: All items or information, regardless
26 of the medium or manner in which it is generated, stored, or maintained
27 (including, among other things, testimony, transcripts, and tangible things), that
28 are produced or generated in disclosures or responses to discovery in this matter.

1 2.7 Expert: A person with specialized knowledge or experience in a matter
2 pertinent to this Action who has been retained by a Party or its Outside Counsel
3 of Record to serve as an expert witness or as a consultant in this Action.

4 2.8 Non-Party: Any natural person, partnership, corporation, association,
5 or other legal entity not named as a Party to this action.

6 2.9 Outside Counsel of Record: Attorneys who are not employees of a
7 party to this Action but are retained to represent or advise a party to this Action
8 and have appeared in this Action on behalf of that party or are affiliated with a
9 law firm which has appeared on behalf of that party, and including their support
10 staff.

11 2.10 Party: Any party to this Action, including all of its officers, directors,
12 employees, consultants, retained Experts, and Outside Counsel of Record (and
13 their support staffs).

14 2.11 Producing Party: A Party or Non-Party that produces Disclosure or
15 Discovery Material in this Action.

16 2.12 Professional Vendors: Persons or entities that provide litigation
17 support services (e.g., photocopying, videotaping, translating, preparing exhibits
18 or demonstrations, deposition services, and organizing, storing, or retrieving data
19 in any form or medium) and their employees and subcontractors.

20 2.13 Protected Material: Any Disclosure or Discovery Material that is
21 designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL –
22 ATTORNEYS' EYES ONLY.

23 2.14 Receiving Party: A Party that receives Disclosure or Discovery
24 Material from a Producing Party.

25 2.15 House Counsel: Attorneys who are employees of a party to this
26 Action, and that are identified in this Order. House Counsel does not include
27 Outside Counsel of Record or any other outside counsel.

28 ///

1 House Counsel for Jacuzzi Brands LLC includes: Jason Weintraub, Ron
2 Templer, and Elna Santos.

3 3. SCOPE

4 The protections conferred by this Stipulation and Order cover not only
5 Protected Material (as defined above), but also (1) any information copied or
6 extracted from Protected Material; (2) all copies, excerpts, summaries, or
7 compilations of Protected Material; and (3) any testimony, conversations, or
8 presentations by Parties or their Outside Counsel of Record that might reveal
9 Protected Material.

10 Any use of Protected Material at trial shall be governed by the orders of the
11 trial judge. This Order does not govern the use of Protected Material at trial.

12 4. DURATION

13 Even after final disposition of this Action, the confidentiality obligations
14 imposed by this Order shall remain in effect until a Designating Party agrees
15 otherwise in writing or a Court order otherwise directs. Final disposition shall be
16 deemed to be the later of: (1) dismissal of all claims and defenses in this Action,
17 with or without prejudice; or (2) final judgment herein after the completion and
18 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
19 including the time limits for filing any motions or applications for extension of
20 time pursuant to applicable law.

21 5. DESIGNATING PROTECTED MATERIAL

22 5.1 Exercise of Restraint and Care in Designating Material for Protection.

23 Each Party or Non-Party that designates information or items for protection under
24 this Order must take care to limit any such designation to specific material that
25 the Designating Party reasonably and in good faith believes qualifies under the
26 appropriate standards. The Designating Party must designate for protection only
27 those parts of material, documents, items, or oral or written communications that
28 qualify so that other portions of the material, documents, items, or

1 communications for which protection is not warranted are not swept unjustifiably
2 within the ambit of this Order.

3 If it comes to a Designating Party's attention that information or items that
4 it designated for protection do not qualify for protection, that Designating Party
5 must promptly notify all other Parties that it is withdrawing the inapplicable
6 designation.

7 5.2 Manner and Timing of Designations. Except as otherwise provided in
8 this Order (*see, e.g.*, second paragraph of Section 5.2(a) below), or as otherwise
9 stipulated or ordered, Disclosure or Discovery Material that qualifies for
10 protection under this Order must be clearly so designated before the material is
11 disclosed or produced.

12 Designation in conformity with this Order requires:

13 (a) For information in documentary form (e.g., paper or electronic
14 documents, but excluding transcripts of depositions or other pretrial or trial
15 proceedings), that the Producing Party affix at a minimum, the legend
16 CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS'
17 EYES ONLY (hereinafter "CONFIDENTIALITY legend"), to each page
18 that contains protected material.

19 A Party or Non-Party that makes original documents available for
20 inspection need not designate them for protection until after the inspecting
21 Party has indicated which documents it would like copied and produced.
22 During the inspection and before the designation, all of the material made
23 available for inspection shall be deemed HIGHLY CONFIDENTIAL –
24 ATTORNEYS' EYES ONLY. After the inspecting Party has identified the
25 documents it wants copied and produced, the Producing Party must
26 determine which documents, or portions thereof, qualify for protection
27 under this Order. Then, before producing the specified documents, the
28 Producing Party must affix the CONFIDENTIALITY legend to each page

1 that contains Protected Material.

2 (b) For deposition testimony, the Designating Party shall designate
3 the transcript as CONFIDENTIAL or HIGHLY CONFIDENTIAL –
4 ATTORNEYS’ EYES ONLY by requesting such treatment thereof either
5 on the record at the time of the deposition with reference to the specific
6 testimony being designated or by written notice to all Outside Counsel of
7 Record within fourteen (14) days after the date the final transcript of the
8 deposition becomes available. Such written notice shall specifically
9 identify by page and line number all portions of the transcript that should
10 be treated as CONFIDENTIAL or HIGHLY CONFIDENTIAL –
11 ATTORNEYS’ EYES ONLY in accordance with this Order. All counsel
12 receiving such notice shall be responsible for marking the copies of the
13 designated transcript or portion thereof in their possession or control as
14 provided for in the written notice. The parties shall not disseminate any
15 deposition transcript or the contents thereof beyond the persons designated
16 in Section 7.3 below for a period of fourteen (14) days after the date the
17 final transcript of the deposition becomes available, except that portions of
18 the transcript may be filed under seal with the Court in connection with
19 these proceedings.

20 (c) For information produced in some form other than documentary
21 and for any other tangible items, that the Producing Party affix in a
22 prominent place on the exterior of the container or containers in which the
23 information is stored the CONFIDENTIALITY Legend. If only a portion
24 or portions of the information warrants protection, the Producing Party, to
25 the extent practicable, shall identify the protected portion(s).

26 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
27 failure to designate qualified information or items does not, standing alone, waive
28 the Designating Party’s right to secure protection under this Order for such

material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 *et seq.*

6.3 Burden of Persuasion. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of Section 13 below (FINAL DISPOSITION). Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of CONFIDENTIAL Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated CONFIDENTIAL only to:

1 (a) the Receiving Party's Outside Counsel of Record in this Action,
2 as well as employees of said Outside Counsel of Record to whom it is
3 reasonably necessary to disclose the information for this Action;

4 (b) the Receiving Party's House Counsel;

5 (c) the officers, directors, and employees of the Receiving Party to
6 whom disclosure is reasonably necessary in order to make informed
7 decisions about litigation and trial strategy and/or settlement in this Action;

8 (d) Experts (as defined in this Order) of the Receiving Party to whom
9 disclosure is reasonably necessary for this Action and pursuant to the
10 procedures set forth in Section 7.4;

11 (e) the Court and its personnel;

12 (f) court reporters and their staff;

13 (g) professional jury or trial consultants, mock jurors, and
14 Professional Vendors to whom disclosure is reasonably necessary for this
15 Action and who have signed the "Acknowledgment and Agreement to Be
16 Bound" (Exhibit A);

17 (h) the author or recipient of a document containing the information
18 or a custodian or other person who otherwise possessed or knew the
19 information;

20 (i) during their depositions, witnesses, and attorneys for those
21 witnesses, in the Action to whom disclosure is reasonably necessary
22 provided: (1) the deposing party requests that the witness sign the form
23 attached as Exhibit A hereto; and (2) they will not be permitted to keep any
24 confidential information unless they sign the "Acknowledgment and
25 Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the
26 Designating Party or ordered by the Court. Pages of transcribed deposition
27 testimony or exhibits to depositions that reveal Protected Material may be
28 separately bound by the court reporter and may not be disclosed to anyone

1 except as permitted under this Stipulated Protective Order; and

2 (j) any mediator or settlement officer, and their supporting
3 personnel, mutually agreed upon by any of the parties engaged in
4 settlement discussions.

5 7.3 Disclosure of HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES

6 ONLY Information or Items. Unless otherwise ordered by the Court or permitted
7 in writing by the Designating Party, a Receiving Party may disclose any
8 information or item designated HIGHLY CONFIDENTIAL – ATTORNEYS’
9 EYES ONLY to the persons identified in Sections 7.2(a)-(b) and 7.2(d)-(j) of this
10 Order

11 7.4 Disclosure of CONFIDENTIAL OR HIGHLY CONFIDENTIAL –
12 ATTORNEYS’ EYES ONLY Information or Items to Experts. Prior to
13 disclosing any information or items designated as CONFIDENTIAL OR
14 HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY to any Experts,
15 Outside Counsel of Record for the Receiving Party seeking to make such
16 disclosure shall:

17 (a) obtain from the Expert a signed copy of the “Acknowledgment
18 and Agreement to Be Bound” (Exhibit A); and

19 (b) for any Expert who is currently employed or is seeking to be
20 employed by a Party or one of its competitors in any capacity other than as
21 an outside litigation expert or consultant, identify the Expert to whom
22 disclosure is proposed to be made by providing to the Designating Party,
23 via email, a copy of the Expert’s current C.V. The Expert’s C.V. shall
24 identify all employers for whom the Expert has worked in the last four (4)
25 years, as well as any litigation matters in which the Expert has testified,
26 either by way of expert report, deposition, or testimony at a hearing or trial,
27 over the last four (4) years.

28 ///

1 The Receiving Party (and its Outside Counsel of Record) shall not
 2 disclose materials designated CONFIDENTIAL or HIGHLY
 3 CONFIDENTIAL – ATTORNEYS’ EYES ONLY to any such Expert as
 4 described in this Section 7.4(b) for a period of five (5) days from the date
 5 on which it provides to the Producing Party the items specified in this
 6 Section 7.4. If within this five (5) day period the Producing Party does not
 7 object, in writing, to the proposed disclosure to the Expert, then Outside
 8 Counsel of Record for the Receiving Party shall be permitted to disclose
 9 the Producing Party’s CONFIDENTIAL or HIGHLY CONFIDENTIAL –
 10 ATTORNEYS’ EYES ONLY materials to such identified Expert. If,
 11 within this five (5) day period, the Producing Party objects in writing to the
 12 proposed disclosure to the Expert, then the Receiving Party shall not be
 13 permitted to disclose CONFIDENTIAL or HIGHLY CONFIDENTIAL –
 14 ATTORNEYS’ EYES ONLY materials to that Expert. The Producing
 15 Party shall have the burden of filing a motion for protective order with the
 16 Court within five (5) days of objecting to the disclosure of
 17 CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’
 18 EYES ONLY materials to the Expert. If the five (5) days elapse without
 19 the Producing Party seeking relief from the Court, then the Receiving Party
 20 may disclose CONFIDENTIAL or HIGHLY CONFIDENTIAL –
 21 ATTORNEYS’ EYES ONLY materials to the identified Expert in
 22 accordance with the terms of this Protective Order.

23 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
 24 PRODUCED IN OTHER LITIGATION

25 If a Party is served with a subpoena or a court order issued in other litigation
 26 that compels disclosure of any information or items designated in this Action as
 27 CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
 28 ONLY, that Party must:

1 (a) promptly notify in writing the Designating Party; such
2 notification shall include a copy of the subpoena or court order;

3 (b) promptly notify in writing the party who caused the subpoena or
4 order to issue in the other litigation that some or all of the material covered
5 by the subpoena or order is subject to this Protective Order; such
6 notification shall include a copy of this Stipulated Protective Order; and

7 (c) cooperate with respect to all reasonable procedures sought to be
8 pursued by the Designating Party whose Protected Material may be
9 affected.

10 If the Designating Party timely seeks a protective order, the Party served
11 with the subpoena or court order shall not produce any information designated in
12 this action as CONFIDENTIAL or HIGHLY CONFIDENTIAL –
13 ATTORNEYS' EYES ONLY before a determination by the court from which the
14 subpoena or order issued, unless the Party has obtained the Designating Party's
15 permission, or unless otherwise required by the law or court order. The
16 Designating Party shall bear the burden and expense of seeking protection in that
17 court of its confidential material and nothing in these provisions should be
18 construed as authorizing or encouraging a Receiving Party in this Action to
19 disobey a lawful directive from another court.

20 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
21 PRODUCED IN THIS ACTION

22 (a) The terms of this Order are applicable to information produced by a
23 Non-Party in this Action and designated as CONFIDENTIAL or HIGHLY
24 CONFIDENTIAL – ATTORNEYS' EYES ONLY. Such information produced
25 by Non-Parties in connection with this Action is protected by the remedies and
26 relief provided by this Order. Nothing in these provisions should be construed as
27 prohibiting a Non-Party from seeking additional protections.

28 ///

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this Court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the Court. Absent a Court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this Court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the

1 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
2 A.

3 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
4 PROTECTED MATERIAL

5 The production of privileged or work-product protected documents,
6 electronically stored information or information, whether inadvertent or
7 otherwise, is not a waiver of the privilege or protection from discovery in this
8 case or in any other federal or state proceeding. This Order shall be interpreted
9 to provide the maximum protection allowed by Federal Rule of Evidence 502.

10 If a Party through inadvertence produces or provides Disclosure or
11 Discovery Material which it believes is subject to a claim of an applicable
12 privilege, the Producing Party may give written notice within fourteen (14) days
13 after learning of the inadvertent production to the Receiving Party or Parties that
14 the Disclosure or Discovery Material is subject to a claim of privilege and request
15 that it be returned to the Producing Party. If a Producing Party or Non-Party
16 requests the return, pursuant to this Section, of any Disclosure or Discovery
17 Material, the Receiving Party or Parties shall not use or disclose, and shall
18 immediately return to the Producing Party all copies of such Disclosure or
19 Discovery Material or confirm that all copies have been destroyed. Return of the
20 Disclosure or Discovery Material by the Receiving Party shall not constitute an
21 admission or concession, or permit any inference, that the returned Disclosure or
22 Discovery Material is, in fact, properly subject to a claim of privilege nor shall it
23 foreclose any Party from moving the Court for an order that such Disclosure or
24 Discovery Material has been improperly designated for reasons other than a
25 waiver caused by the inadvertent production.

26 12. MISCELLANEOUS

27 12.1 Right to Further Relief. Nothing in this Order abridges the right of
28 any person to seek its modification by the Court in the future.

1 12.2 Right to Assert Other Objections. By stipulating to the entry of this
2 Protective Order no Party waives any right it otherwise would have to object to
3 disclosing or producing any information or item on any ground not addressed in
4 this Stipulated Protective Order. Similarly, no Party waives any right to object
5 on any ground to use in evidence of any of the material covered by this Protective
6 Order.

7 12.3 Filing Protected Material. A Party that seeks to file under seal any
8 Protected Material must comply with Civil Local Rule 79-5. Protected Material
9 may only be filed under seal pursuant to a Court order authorizing the sealing of
10 the specific Protected Material at issue. If a Party's request to file Protected
11 Material under seal is denied by the Court, then the Receiving Party may file the
12 information in the public record unless otherwise instructed by the Court.

13 13. FINAL DISPOSITION

14 Within sixty (60) days after the final disposition of this Action, as defined
15 in Section 4, each Receiving Party must return all Protected Material to the
16 Producing Party or destroy such material. As used in this subdivision, "all
17 Protected Material" includes all copies, abstracts, compilations, summaries, and
18 any other format reproducing or capturing any of the Protected Material. Whether
19 the Protected Material is returned or destroyed, the Receiving Party must submit
20 a written certification to the Producing Party (and, if not the same person or entity,
21 to the Designating Party) by the 60 day deadline that (1) identifies (by category,
22 where appropriate) all the Protected Material that was returned or destroyed and
23 (2) affirms that the Receiving Party has not retained any copies, abstracts,
24 compilations, summaries or any other format reproducing or capturing any of the
25 Protected Material. Notwithstanding this provision, Outside Counsel of Record
26 are entitled to retain an archival copy of all pleadings, motion papers, trial,
27 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
28 and trial exhibits, expert reports, attorney work product, and consultant and expert

work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4.

14. VIOLATIONS OF THIS ORDER

Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD:

KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: June 13, 2023

By: /s/ Jacob R. Rosenbaum

Ali S. Razai
Matthew S. Bellinger
Jacob R. Rosenbaum

Attorneys for Plaintiff
Jacuzzi Brands, LLC

Dated: June 13, 2023

By: /s/ Jacob Horton (With Permission)

Bethany L. Rabe
Jacob G. Horton

Attorneys for the Defendants
Superior Wellness LTD.

FILER'S ATTESTATION

Pursuant to Local Rule 5-4.3.4 regarding signatures, I hereby attest that concurrence in the filing of this document has been obtained from all signatories above.

Dated: June 9, 2023

By: /s/ Jacob R. Rosenbaum

Jacob R. Rosenbaum

Dated: June 13, 2023_ By: .


Hon Magistrate Douglas F. McCormick
United States Magistrate Judge

EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, _____ [print or type full name], of
 _____ [print or type full
 address], declare under penalty of perjury that I have read in its entirety and
 understand the Stipulated Protective Order that was issued by the United States
 District Court for the Central District of California in the case of *Jacuzzi Brands,
 LLC v. Superior Wellness, Ltd.*, Case No. 8:23-cv-00124-FWS-(DFWx). I agree
 to comply with and to be bound by all the terms of this Stipulated Protective Order
 and I understand and acknowledge that failure to so comply could expose me to
 sanctions and punishment in the nature of contempt. I solemnly promise that I
 will not disclose in any manner any information or item that is subject to this
 Stipulated Protective Order to any person or entity except in strict compliance
 with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District
 Court for the Central District of California for enforcing the terms of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action. I hereby appoint _____
 [print or type full name] of _____
 [print or type full address and telephone number] as my California agent for
 service of process in connection with this action or any proceedings related to
 enforcement of this Stipulated Protective Order.

Date: _____

City and State or Nation where sworn and signed: _____

Printed name: _____